

Example of Deed Covenant

The areal limits of those portions of prehistoric archaeological site 42Sv3557 (referred to collectively as the "Site") located within the parcel, as more fully depicted in Exhibit "A", shall be subject to the following restrictions hereinafter set forth, which shall be a covenant running with the land in perpetuity and which shall be binding between the Trust Lands Administration and each and every purchaser and owner, their heirs, successors and assigns (referred to collectively as "Purchaser"). This covenant protects the Site and its settings, and requires the Purchaser to seek approval from the Trust Lands Administration before conducting any ground-disturbing activities within the Site. Purchaser may not collect artifacts from the Site, or allow anyone else to collect such specimens, as ownership of same is reserved to the Trust Lands Administration. In addition:

1. Ownership of all archaeological contexts, data, artifacts, specimens, structural remains, and archaeological features and deposits shall remain in the Trust Lands Administration.
2. For all activities conducted within any of the Site, Purchaser shall comply with the Utah Antiquities Act, *Utah Code Annotated* § 9-8-301 et seq. and § 9-8-404 (1953), as amended, or any amending or replacing legislation, as if the Trust Lands Administration held title to the Sites, including but not limited to:
 - A. Prior to commencing any undertaking (as defined in *Utah Administrative Code* rule R850-60-200) within the limits of the Site, Purchaser shall consult with the Trust Lands Administration and seek approval for the proposed undertaking.
 - B. Approval shall be subject to the archaeological contexts, data, artifacts, specimens, structural remains, features and deposits contained in the Site being preserved, recovered, or otherwise treated in a manner satisfactory to the Trust Lands Administration.
 - C. Purchaser shall provide the Trust Lands Administration with all collections (i.e., specimens, unprocessed samples, notes and photographs) resulting from archaeological investigations at any of the Site, and all subsequent data analyses and reports.
3. The Trust Lands Administration may, at its discretion, release the restrictive covenant in part or in its entirety in the event that the Trust Lands Administration determines, in consultation with the Utah Division of State History, that an appropriate level of data recovery has occurred.
4. The restrictive covenant is for the benefit of the beneficiaries of the subject lands. The Trust Lands Administration or the Utah Division of State History may monitor compliance with, seek enforcement of, and be entitled to enjoin any violation of the restrictive covenant and to recover damages caused by the violation.
5. The Trust Lands Administration reserves a right of access in perpetuity across the subject lands to the Site within the parcel for the purpose of monitoring compliance with this covenant or for facilitation of archaeological research within the Site.
6. The Trust Lands Administration reserves the right, but does not covenant, to conduct archaeological investigations at the Site, along with a right of access for the same, but does not covenant to cause any release of the restrictive covenant pursuant to paragraph 3, above.